



SERVICES AGREEMENT

THIS AGREEMENT is made between the Government of the Republic of Turkey ("Turkey"), a foreign sovereign, and Greenberg Traurig LLP ("Greenberg").

1. Term: This Agreement shall be for eleven and one half months, commencing 15 January 2020 and expiring 31 December 2020. Its terms may be renewed for additional successive one-year periods upon the explicit written assent of both parties.

2. Services: Greenberg agrees to provide lobbying and government relations services to Turkey, which shall consist of those services ordinarily and customarily provided in representing a foreign sovereign before the United States Congress and Executive Branch. These services shall include, but not be limited to:

- (a) Proposing and pursuing passage of legislation and other U.S. government action that promotes Turkey's interests and provides a positive image of Turks, Turkey, and the United States-Turkey relationship;
- (b) Preserving and enlarging the Congressional Caucus on Turkey and Turkish Americans;
- (c) Educating Members of Congress and the Administration on issues of importance to Turkey;
- (d) Promptly notifying Turkey of any action in Congress or the Executive Branch on issues of importance to Turkey;
- (e) Preparing brief analyses of developments in Congress and the Executive Branch on particular issues of concern to Turkey;
- (f) Identifying official gatherings and social events to which Embassy personnel ought attend, including to the extent possible, obtaining the necessary invitations;
- (g) Identifying and/or arranging speaking engagements locally and nationally for Embassy personnel or their appointed or suggested proxies in settings that will improve Turkey's image and advance its causes on Capitol Hill. Such would be, if so directed by Turkey, coordinated with Turkey's existing public relations service provider[s]; and

- (h) Maintaining and forging alliances with other interest groups whose goals are similar to or shared by Turkey.

3. Personnel and Other Service Providers:

- (a) Except as noted below, Greenberg shall compose its own team to achieve the best possible results in providing the services described above. It will provide Turkey at the earliest possible date a list of personnel, including an indication of their areas of expertise and/or how they will be utilized. This list will be updated from time to time as required.
- (b) Greenberg will retain the services of Capitol Counsel LLC to serve as a subcontractor on this matter according to the following terms:
 - i. Term of Subcontract: The subcontract shall commence on 15 January 2020 and expire 31 December 2020, subject to subsequent renewal upon the mutual assent of the parties.
 - ii. Fees for Subcontractor: Capitol Counsel LLC shall be paid a fee of \$432,000.00 for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to Greenberg (clause 4 below). Greenberg is responsible for disbursing the fees to Capitol Counsel LLC on a regular basis.
 - iii. It is understood that Capitol Counsel LLC shall have the same obligations as Greenberg in this Agreement and that Greenberg and Capitol Counsel LLC have pledged to work together amicably.
- (c) Greenberg will retain the services of LB International Solutions LLC to serve as subcontractors on this matter according to the following terms:
 - i. Term of Subcontract: The subcontract shall commence on 15 January 2020 and expire 31 December 2020, subject to subsequent renewal upon the mutual assent of the parties.
 - ii. Fees for Subcontractor: LB International Solutions LLC shall be paid a fee of \$270,000.00 for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to Greenberg (clause 4 below). Greenberg is responsible for disbursing the fees to LB International Solutions LLC on a regular basis.
 - iii. It is understood that LB International Solutions LLC shall have the same obligations as Greenberg in this Agreement and that

Greenberg and LB International Solutions LLC have pledged to work together amicably.

(d) Greenberg will retain the services of Venable LLP to serve as a subcontractor on this matter according to the following terms:

- i. Term of Subcontract: The subcontract shall commence on 15 January 2020 and expire 31 December 2020, subject to subsequent renewal upon the mutual assent of the parties.
- ii. Fees for Subcontractor: Venable LLP shall be paid a fee of \$270,000.00 for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to Greenberg (clause 4 below). Greenberg is responsible for disbursing the fees to Venable LLP on a regular basis.
- iii. It is understood that Venable LLP shall have the same obligations as Greenberg in this Agreement and that Greenberg and Venable LLP have pledged to work together amicably.

(e) Greenberg may retain the services of additional subcontractors and consultants as deemed necessary to assist the firm. Such additional subcontractors and consultants may be retained and terminated at Greenberg's discretion. Greenberg shall be solely responsible for compensating any such additional subcontractors and consultants.

(f) Should for any reason Turkey request that Greenberg discontinue the services of any subcontractor named in this Agreement, Greenberg shall immediately terminate the relevant subcontract, applying the same terms described in Item 6 below.

(g) Greenberg agrees to share information and work amicably with Turkey's other service providers as identified by the Turkish Embassy.

4. Fees: Turkey agrees to pay Greenberg a total of \$1,538,000.00 in US dollars for the services described in this Agreement to be performed by Greenberg, the subcontractors listed above, and any additional subcontractors that it may retain. The payments to Greenberg shall be made in the following installments: \$384,500 no later than 31 March 2020; \$384,500 no later than 30 June 2020; \$384,500 no later than 30 September 2020; and \$384,500 no later than 31 December 2020. Prior to these payments, Greenberg shall submit a written report to Turkey about its work during the preceding period as described in Section (7) below.

5. Additional Costs and Expenses: Should Greenberg incur extraordinary costs and expenses on Turkey's behalf that are not otherwise contemplated in the fees described

above, Turkey shall reimburse these costs provided that Turkey gives explicit advance approval.

6. Termination:

- (a) This Agreement shall terminate upon its natural expiration if not renewed.
- (b) Either party may terminate this Agreement at any time prior to its natural expiration subject to fourteen (14) days advance written notice. In this event, Turkey shall pay Greenberg its pro-rata share of earned fees apportioned on a daily basis through the end of the notice period.
- (c) Should this Agreement terminate prior to its natural expiration, any fees paid to Greenberg by Turkey that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by Greenberg to Turkey.

7. Monthly Reporting and Quarterly Performance Assessment: Greenberg shall provide monthly a written report to Turkey succinctly describing its work on Turkey's behalf. Such reports need not include calculations of the time spent by the individual members of the Greenberg team. Further, every three months, or as often as Turkey may desire, Greenberg shall present to Turkey a written assessment of its performance during the preceding period. If, upon reviewing the assessment, Turkey is not satisfied with Greenberg's performance, Turkey may, at its sole discretion, terminate this Agreement according to the terms stated herein.

8. Privileged Information: Greenberg will use all permissible efforts to protect privileged communications or other confidential information developed by it or provided to it by Turkey during the term of this Agreement. This obligation shall survive the termination of this Agreement and any renewals for a period of not less than two years. Upon the termination of this Agreement and any renewals Turkey may request from Greenberg the return of any documents or other information provided by Turkey.

9. Registration and Disclosure: Greenberg and any subcontractors it may employ shall separately and individually comply with any and all restrictions and requirements, including filing and other disclosure, of the Foreign Agents Registration Act, the Lobbying Disclosure Act, the Ethics Reform Act of 1989, the Foreign Corrupt Practices Act, the Honest Leadership and Open Government Act, and other applicable laws and regulations of the United States and the District of Columbia.

10. Conflicts: Turkey acknowledges Greenberg's breadth of practice, which may give rise to the potential that it may represent clients in unrelated matters whose interests are contrary to Turkey's. Nonetheless, even the appearance of a conflict could render unproductive the relationship contemplated by this Agreement. Therefore, Greenberg shall endeavor not only to avoid actual conflicts, but the appearance of conflicts as well. To that end, Greenberg shall comply with all applicable provisions of the District of Columbia Bar

Code of Professional Conduct. It shall also immediately assess whether it represents any clients whose interests are contrary to Turkey. If so, then it shall inform Turkey, and then Turkey and Greenberg shall work together to determine whether and how to resolve any apparent or actual conflict. Only on a case-by-case basis will Turkey acknowledge that a concurrent representation in an unrelated matter is appropriate. In order to assist in the process of identifying potential conflicts, Greenberg shall consult with the Turkish Embassy's legal counsel in identifying those issues, which, if addressed in other client matters, may present a conflict.

11. Choice of Law: This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Turkey. The Turkish Republic courts located in Ankara, Turkey shall be the venue for resolving any dispute related to the interpretation and application of this Agreement that cannot otherwise be settled amicably by the parties.

12. Power to Bind: Absent the express written consent of Turkey, neither Greenberg nor its consultants and subcontractors have authority to bind Turkey in any manner whatsoever.

**FOR THE GOVERNMENT OF THE
REPUBLIC OF TURKEY**

By: 
H.E. Serdar Kılıç
Turkish Ambassador to the United States

15 JAN 2020
Date

FOR GREENBERG TRAURIG LLP

By: 
Robert Mangas
Billing Shareholder

15 JAN 2020
Date